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**DECISION**



**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

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FILE: B-183632

DATE: July 1, 1975

MATTER OF: Allied Printers & Publishers

**DIGEST:**

Request for relief based on error in bid alleged after verification of \$7,693 bid price and award is denied, since, as bid was on lump-sum basis, there was nothing to put contracting officer on notice of error other than difference in bid prices and contracting officer fulfilled verification duty prior to acceptance by calling to bidder's attention difference between its bid and \$8,798 next low bid.

Allied Printers & Publishers (Allied), has requested relief from an alleged error in its bid under Jacket No. 566-878 issued by the United States Government Printing Office (GPO) for 43,000 three-pocket folders.

The following bids were received in response to the solicitation and opened on January 27, 1975:

Allied	\$7,693
Pearl Pressman	8,798
A.B. Cowles	12,842
A.L. Garber	17,160
McDaniel Co.	18,500

The bid of Pearl Pressman was late but was considered under the late bid provisions.

On January 28, 1975, the contracting officer telephoned the individual who signed the Allied bid and according to Allied advised that the bid was approximately \$800 below the next low bid and requested confirmation of the bid price. The bid was confirmed orally and in writing by the individual who signed the bid.

After award, Allied alleged that an error had occurred in the preparation of the bid. It appears from the record that the contract was bid by a salesman of Allied in Dallas, Texas, who

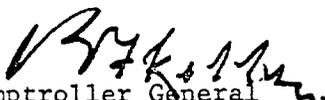
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had a complete copy of the specifications, but that the estimate was prepared at the home office of Allied in Tulsa, Oklahoma, without the benefit of the specifications. The estimate was prepared relying on information from the Dallas salesman which was incorrect. Allied has stated that the actual cost for the job was \$14,371.46.

Generally, when a bidder is requested to and does verify its bid, the subsequent acceptance of the bid consummates a valid and binding contract. Nevertheless, the contracting officer cannot discharge his verification duty merely by requesting confirmation of the bid price--the Government must apprise the bidder of the mistake which is suspected and the basis for such suspicion. General Time Corporation, B-180613, July 5, 1974.

In the instant case, the contracting officer suspected there might be an error in Allied's bid because of the difference between its bid price and that of Pressman. However, as the bids were submitted on a lump-sum basis, there was nothing to put the contracting officer on notice of the nature of the error other than the difference in the bid prices. Therefore, the contracting officer fulfilled his verification duty by directing the attention of Allied to a possible error in its bid. A valid and binding contract resulted from acceptance of the bid after verification. General Time Corporation, supra.

Accordingly, there is no legal basis for granting the relief requested.

  
Deputy Comptroller General  
of the United States